

Neil G. Sparber (NS-9165)  
 Samantha E. Beltre (SB-7834)  
 FULBRIGHT & JAWORSKI L.L.P.  
 666 Fifth Avenue  
 New York, New York 10103  
 Tel: (212) 318-3000  
 nsparber@fulbright.com  
 sbeltre@fulbright.com

Attorneys for Defendant JPI Partners, LLC

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----X		
GLEN VETROMILE,	:	
	:	
Plaintiff,	:	07 Civ. 11032 (KMK)
	:	
-against-	:	
	:	<b>DEFENDANT'S</b>
JPI PARTNERS, LLC,	:	<b><u>ANSWER TO COMPLAINT</u></b>
Defendant.	:	
-----X		

Defendant JPI Partners, LLC, by and through its attorneys Fulbright & Jaworski L.L.P.,  
 for its answer to the complaint, alleges as follows:

1. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 of the complaint.
2. Admits the allegations set forth in paragraph 2 of the complaint.
3. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 3 of the complaint.
4. Denies the allegations set forth in paragraph 4 of the complaint except states that on or about June 19, 2006, plaintiff was hired as Senior Area Vice President and Managing Partner in defendant's office located in White Plains, New York.

5. Denies the allegations set forth in paragraph 5 of the complaint except states that JPI Partners, LLC provided plaintiff with an offer letter.

6. Denies the allegations set forth in paragraph 6 of the complaint to the extent that the allegations differ from the content of the offer letter that was executed by plaintiff on June 16, 2006.

7. Denies the allegations set forth in paragraph 7 of the complaint to the extent that the allegations differ from the content of the offer letter executed by plaintiff of June 16, 2006.

8. Admits the allegations set forth in paragraph 8 of the complaint.

9. Denies the allegations set forth in paragraph 9 of the complaint, except states that plaintiff commenced employment on or about June 19, 2006.

10. Denies the allegations set forth in paragraph 10 of the complaint.

11. Denies the allegations set forth in paragraph 11 of the complaint, except states that plaintiff was involved with the Maritime Yards project in Norwalk, Connecticut.

12. Denies the allegations set forth in paragraph 12 of the complaint.

13. Denies the allegations set forth in paragraph 13 of the complaint.

14. Denies the allegations set forth in paragraph 14 of the complaint, except states that plaintiff's employment was terminated in or around November 2006.

15. Denies the allegations set forth in paragraph 15 of the complaint.

16. Denies the allegations set forth in paragraph 16 of the complaint.

17. Denies the allegations set forth in paragraph 17 of the complaint.

18. Denies the allegations set forth in paragraph 18, except states that plaintiff has made certain demands of defendant.

**Answering the First Cause of Action**

19. Answering paragraph 19 of the complaint, defendant repeats and realleges its answers to paragraphs 1 through 18 of the complaint as if fully set forth herein.

20. Denies the allegations set forth in paragraph 20 of the complaint.

**Answering the Second Cause of Action**

21. Answering paragraph 21 of the complaint, defendant repeats and realleges its answers to paragraphs 1 through 20 of the complaint as if fully set forth herein.

22. Denies the allegations set forth in paragraph 22 of the complaint.

**Answering the Third Cause of Action**

23. Answering paragraph 23 of the complaint, defendant repeats and realleges its answers to paragraphs 1 through 22 of the complaint as if fully set forth herein.

24. Denies the allegations set forth in paragraph 24 of the complaint.

25. Denies the allegations set forth in paragraph 25 of the complaint.

**First Affirmative Defense**

26. The complaint fails to state a cause of action upon which relief can be granted.

**Second Affirmative Defense**

27. The claims in the complaint are barred by the applicable statute of limitations.

**Third Affirmative Defense**

28. Plaintiff has been paid all monies that were due and owing to him.

Fourth Affirmative Defense

29. Plaintiff's claims are barred by the doctrines of waiver, estoppel and unclean hands.

WHEREFORE, defendant demands judgment dismissing the complaint, together with the costs and disbursements of this action.

Dated: New York, New York  
December 17, 2007

FULBRIGHT & JAWORSKI L.L.P.

By: Neil G. Sparber  
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Defendant. :  
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**AFFIRMATION OF SERVICE**

Samantha E. Beltre, an attorney admitted to practice in the Courts of the State of New York, affirms under the penalties of perjury that I served a copy of defendant JPI Partners, LLC's answer to the complaint on counsel for plaintiff as set forth below:

Paul T. Shoemaker  
Greenfield Stein & Senior, LLP  
600 Third Avenue  
New York, New York 10016  
*Attorneys for Plaintiff*

by sending the same on December 17, 2007 via first class mail directed to said person at the

address stated above.

Dated: New York, New York  
December 17, 2007

A handwritten signature in cursive script, reading "Samantha E. Beltre", written in dark ink. The signature is positioned above a horizontal line.

Samantha E. Beltre

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Samantha E. Beltré